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EB 15

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September 21, 1999

RECEIVED

Magalie Roman Salas
Secretary
Federal Communications Commission
Washington, D.C. 20554

SEP 21 1999

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Attn: Stephen Markendorff
Commercial Wireless Division
Wireless Telecommunications Bureau

Re: Domestic Public Cellular Telecommunications
Service; Alee Cellular Communications, FCC File
No. 11025-CL-P-672-A-89, Nonwireline Lottery
Winner, Market No. 672-A, Texas 21-Chambers,
MINOR AMENDMENT

Dear Mr. Markendorff:

Transmitted herewith, on behalf of Alee Cellular Communications, is an original and two paper copies of an amendment to the above referenced application. This amendment is being filed pursuant to the provisions of §1.65 of the Commission's Rules.

Any questions concerning the enclosed material may be directed to the undersigned.

Very truly yours,


David L. Hill

DLH:gln

Enclosures
cc: Barry H. Gottfried, Esq. (w/enc.)

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EB Exh 15

Federal Communications Commission

Docket No. WT02-08 Exhibit No. 15

Presented by _____

Disposition	}	Identified	_____
		Received	_____
		Rejected	_____

Reporter Hazzard

Date 10/22/02

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In re Application of)

ALEE CELLULAR COMMUNICATIONS)

FCC File No. 11025-CL-P-672-A-89

For a Construction Permit to Establish)

A Cellular System Operating on)

Frequency Block A in the Domestic Public)

Cellular Radio Telecommunications)

Service to Serve the Texas 21 – Chambers)

Rural Service Area)

To: Chief, Wireless Telecommunications Bureau

AMENDMENT

Pursuant to § 1.65 of the Commission's Rules, Alee Cellular Communications

("Alee") amends its application in the following respects:

1. Item 3 of the FCC Form 401, Schedule A to show **as** the Applicant's
address:

Alee Cellular Communications
105 Wall Street, #3
Clemson, SC 29631
(864) 654-7172

2. Item 4 of the FCC Form 401, Schedule A. to show as its contact
representative:

David L. Hill, Esq.
O'Connor & Hannan, L.L.P.
1666 K Street, N.W.
Suite 500
Washington, D.C. 20006
(202) 887-1421

3. In its amendment of May 1992, Alee advised that it was a party in connection with its New Mexico 3 – Katron application in a proceeding captioned In Re Algreg Cellular Engineering, et al., CC Docket No. 91-142. Since that time, the Commission, in disposing of applications for review, terminated the original **show** cause proceeding with respect to the licensees including Alee-New Mexico 3. See decision In Re Algreg, 12 FCC Rcd 8148 (1997). As to Alee, there remain **outstanding issues** with respect to representations made concerning an alien partner, Mr. Sherifan. However, **as** Alee advised the Commission in connection with the Texas 21 application in its May 11, 1992 submission, Mr. Sherifan has never been a partner in connection with the Texas 21 application.

4. The original Exhibit 3, Financial Qualifications, is further amended to substitute the attached financial commitment letter from Centennial Communications in the amount of \$3,500,000.00. The Centennial letter replaces the earlier commitment and increases the amount. The original estimate of the first year costs of construction and operation of \$817,000 remains unchanged. The Centennial commitment provides greater flexibility which may be necessary in light of the long delay in implementing service in the Texas 21 market where competitors in the market and surrounding areas have obtained a significant advantage.

Respectfully submitted,

ALEE CELLULAR COMMUNICATIONS

By: Seckey J. Clark
Partner

Dated: September 15, 1999



Edward G. Owen
Vice President Corporate Development

Date 19. 1999

Mr. **Terry** Jones, Partner
Alee Cellular Communications

Dear Mr. Jones.

In the consideration of the mutual promises made herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Centennial Cellular Corp. ("Centennial"), hereby agrees to provide Alee Cellular Communications ("**Alee**") with a firm financial commitment for a **maximum** amount of three million five hundred thousand dollars (\$3,500,000.00) for use in connection with the construction and first year operations of a rural cellular system ("System") to be licensed by the Federal Communications Commission ("FCC") in the Texas **21** Rural Service Area ("**TX-RSA 21**").

Centennial has determined that Alee is creditworthy and the System viable for the amount specified. Alee and Centennial agree within **45** days after the receipt by **Alee** of the FCC authorization for the non-wireline cellular system for **TX-RSA 21** to execute further agreements concerning construction and management, switch sharing and roaming. This commitment and all pursuant agreements are contingent upon **Alee** receiving an FCC construction permit for TX-RSA 21.

Centennial acknowledges that this commitment is in no way guaranteed by any entity other than Alee, and that its willingness to enter into this commitment is based solely on its relationship with Alee.

Centennial will extend the loan contemplated by this commitment under the following terms and conditions:

1. Amount: Not to exceed three million five hundred thousand dollars (\$3,500,00.00)
2. Interest Rate: Four hundred basis points above six month LIBOR, adjusted semi-annually;
3. Term: Three years with interest only during the first eighteen months. For the remaining period of the loan, payment would include interest and principal reduction, based on a seven-year amortization period, with a balloon payment equal to the remaining unpaid principal balance due and payable at the end of the term.

Alee further agrees to provide Centennial with a continuing security interest with a first priority in all tangible and intangible assets used and useful in the operations of TX-RSA 21 owned by Alee wherever located, whether now owned or hereinafter acquired, including, if not contrary to applicable law and/or FCC rules, the FCC license to operate TX-RSA 21, and in all proceeds and products thereof. Centennial acknowledges and recognizes that any grant by Alee of the FCC license for TX-RSA 21 is subject to restrictions imposed by the FCC on Alee's ability to assign interest in or to transfer control of an FCC license or any other authorizations. In the event of default, Centennial agrees to give a minimum of ten days written notification to Alee before any equipment is repossessed under provisions in any financing agreement.

Centennial certifies to the FCC that it has sufficient funds available to complete **this** financing (See copies of most current 10Q **financials** attached). The funds to be provided to Alee under **this** commitment have not been committed to any other cellular applicant.

This commitment is subject to the receipt by Alee of the FCC authorization for the non-wireline cellular system for TX-RSA 21. The issuance of the authorization by the FCC must be uncontested and not subject to further protest unless such conditions *are* waived by Centennial. Any and all legal proceedings, petitions, **and/or** filings by interested parties must be favorably resolved toward Alee and finalized by the FCC, including by not limited to CC Docket No. 91-142, unless such conditions are waived by Centennial.

The parties acknowledge that it may be necessary to make post-grant changes in the System design to reflect prevailing economic and market conditions. The financial commitment provided herein shall apply to any such System redesign, provided that such redesign does not entail any increase in Centennial's financial commitment. It is agreed that the initial System shall not exceed the size determined to be sufficient for the market based upon reasonable and prudent industry standards.

This commitment expires twelve months from the date hereof unless renewed by Centennial.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Edward G. Owen', is written over a horizontal line.

Edward G. Owen
Vice President, Corporate Development

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

Form 10-Q

☒ [X]
QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the quarterly period ended February 28, 1999

OR

☐ []
TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

for the transition period from to
Commission file number 0-19603

Centennial Cellular Corp.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

06-1242753
(I.R.S. Employer
Identification NO.)

1305 Campus Parkway
Neptune, NJ 07753
(Address of principal executive offices, including zip code)
(732) 919-1000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

YES ☒ [X]

NO ☐ []

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practical date.

Class A Common - 31,208,727 outstanding shares as of April 1, 1999

PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

CENTENNIAL CELLULAR CORP. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

(Amounts in thousands)

	February 28. 1999 (Unaudited)	May 31, 1998
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 33,814	\$ 14,620
Restricted Securities	38,813	-
Accounts receivable, less allowance for doubtful accounts of \$3,160 and \$2,693, respectively	48,272	37,178
Inventory - phones and accessories, less allowance for obsolescence of \$1,318 and \$529, respectively	5,253	7,304
Prepaid expenses and other current assets	3,313	548
TOTAL CURRENT ASSETS	129,565	59,650
PROPERTY, PLANT AND EQUIPMENT - net	283,007	263,661
EQUITY INVESTMENTS IN WIRELESS SYSTEMS - net	76,750	87,634
DEBT ISSUANCE COSTS, less accumulated amortization of \$1,161 and \$6,097, respectively	59,957	8,538
CELLULAR TELEPHONE LICENSES, less accumulated amortization of \$300,188 and \$263,633, respectively	201,137	235,508
PERSONAL COMMUNICATIONS SERVICES LICENSE, less accumulated amortization of \$3,500 and \$2,324, respectively	59,258	60,435
GOODWILL, less accumulated amortization of \$29,496 and \$27,016, respectively	120,105	124,533
OTHER ASSETS - net	26,803	7,458
TOTAL	\$ 956,672	\$ 647,417

See notes to condensed consolidated financial statements

CENTENNIAL CELLULAR CORP. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(CONTINUED)
(Amounts in thousands, except share data)

	February 28, 1999 (Unaudited)	May 31, 1998
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current portion of long term debt	\$ 4,500	\$ -
Accounts payable	19,991	9,805
Accrued expenses and other current liabilities	76,332	64,445
Payable to affiliate	125	435
TOTAL CURRENT LIABILITIES	100,948	74,685
LONG-TERM DEBT	1,456,857	510,000
DEFERRED LIABILITY	-	2,200
DEFERRED INCOME TAXES	2,667	26,584
PREFERRED STOCK:		
Convertible redeemable preferred stock (at aggregate liquidation value) per value \$.01 per share, 0 and 102,187 shares authorized, issued and outstanding respectively (redemption value of \$1,823.00 per share)		186,257
Second series convertible redeemable preferred stock (at aggregate liquidation value) per value \$.01 per share, 0 and 3,978 shares authorized, issued and outstanding respectively (redemption value of \$1,823.00 per share)	-	7,252
Senior preferred stock, par value \$.01 per share, dividend rate 14%, 0 and 250,000 shares authorized respectively, none issued	-	-
Additional preferred stock, par value \$.01 per share, authorized 0 and 10,000,000 shares, 0 and 3,978 shares issued as second series convertible redeemable preferred stock	-	-
COMMON STOCKHOLDERS' EQUITY (DEFICIT):		
Common stock, par value \$.01 per share:		
Class A, 1 vote per share, 50,000,000 and 100,000,000 shares authorized respectively; issued, 31,179,795 and 50,150,049 shares, respectively; and outstanding 31,179,795 and 45,253,422 shares, respectively	312	501
Class B, 15 votes per share, 0 and 50,000,000 shares authorized respectively, issued and outstanding 0 and 10,544,113 shares	-	105
Additional paid-in capital	419,117	357,684
Accumulated deficit	(1,024,779)	(284,236)
	(605,350)	74,052
Less: Cost of 0 and 4,896,627, Class A common shares in treasury	-	(30,614)
Deferred compensation	(450)	(3,029)
TOTAL COMMON STOCKHOLDERS' EQUITY (DEFICIT)	(605,800)	40,409
TOTAL	\$ 956,677	\$ 847,417

See notes to condensed consolidated financial statements

CENTENNIAL CELLULAR CORP. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)

(Amounts in thousands, except share data)

	Three Months Ended		Nine Months Ended	
	February 28, 1999	February 28, 1998	February 28, 1999	February 28, 1998
REVENUE:				
Service revenue - Domestic	\$ 60,876	\$ 42,562	I 171,787	\$ 131,262
Service revenue - Puerto Rico	34,861	15,224	85,422	34,653
Equipment sales - Domestic	1,188	784	3,183	2,891
Equipment sales - Puerto Rico	1,188	571	2,189	000
	<u>97,893</u>	<u>58,941</u>	<u>262,581</u>	<u>169,705</u>
COSTS AND EXPENSES:				
Cost of equipment sold - Domestic	5,455	4,126	13,658	12,501
Cost of equipment sold - Puerto Rico	519	267	1,778	529
Cost of services - Domestic	6,471	6,674	18,961	18,807
Cost of services - Puerto Rico	6,752	4,157	16,386	10,411
Selling, general and administrative - Domestic	18,964	15,196	50,841	42,396
Selling, general and administrative - Puerto Rico	11,054	7,281	30,619	19,746
Depreciation and amortization - Domestic	20,886	20,548	62,345	60,771
Depreciation and amortization - Puerto Rico	12,273	9,309	35,317	21,886
Recapitalization costs	58,852	-	58,852	-
	<u>141,226</u>	<u>67,538</u>	<u>288,797</u>	<u>167,027</u>
OPERATING LOSS	<u>(43,233)</u>	<u>(8,597)</u>	<u>(26,206)</u>	<u>(17,322)</u>
INCOME FROM EQUITY INVESTMENTS	1,962	2,391	9,352	9,843
GAIN (LOSS) ON SALE OF ASSETS	(1,197)	(4)	8,414	8
INTEREST EXPENSE - NET	<u>26,613</u>	<u>11,223</u>	<u>48,653</u>	<u>31,801</u>
LOSS BEFORE INCOME TAX BENEFIT AND MINORITY INTEREST	<u>(69,181)</u>	<u>(17,433)</u>	<u>(56,963)</u>	<u>(39,272)</u>
INCOME TAX BENEFIT	<u>(15,950)</u>	<u>(7,844)</u>	<u>(10,114)</u>	<u>(13,527)</u>
LOSS BEFORE MINORITY INTEREST	<u>(53,231)</u>	<u>(9,589)</u>	<u>(46,879)</u>	<u>(25,745)</u>
MINORITY INTEREST IN LOSS (INCOME) OF SUBSIDIARIES	<u>151</u>	<u>(81)</u>	<u>142</u>	<u>(337)</u>
LOSS FROM CONTINUING OPERATIONS	<u>(53,080)</u>	<u>(9,670)</u>	<u>(46,737)</u>	<u>(26,082)</u>
EXTRAORDINARY LOSS ON EARLY EXTINGUISHMENT OF DEBT, NET OF INCOME TAXES OF (\$11,251)	<u>(40,526)</u>	<u>-</u>	<u>(40,526)</u>	<u>-</u>
NET LOSS	<u>\$ (93,606)</u>	<u>\$ (9,670)</u>	<u>\$ (87,263)</u>	<u>\$ (26,082)</u>
DIVIDEND ON PREFERRED STOCK	<u>\$ 1,680</u>	<u>\$ 4,112</u>	<u>\$ 9,906</u>	<u>\$ 12,336</u>
LOSS APPLICABLE TO COMMON SHARES	<u>\$ (95,286)</u>	<u>\$ (13,782)</u>	<u>\$ (97,169)</u>	<u>\$ (38,420)</u>
BASIC AND DILUTED EARNINGS PER SHARE:				
LOSS FROM CONTINUING OPERATIONS	\$ (1.33)	\$ (0.25)	I (1.15)	\$ (0.66)
EXTRAORDINARY LOSS ON EXTINGUISHMENT OF DEBT	\$ (0.98)	\$ -	\$ (0.79)	\$ -
NET LOSS APPLICABLE TO COMMON SHARES	\$ (2.31)	\$ (0.25)	I (1.90)	\$ (0.66)
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING DURING THE PERIOD	<u>41,317,000</u>	<u>56,052,000</u>	<u>51,026,000</u>	<u>57,838,000</u>

See notes to condensed consolidated financial statements

CENTENNIAL CELLULAR CORP. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMMON STOCKHOLDERS' EQUITY (DEFICIT)

(Amounts in thousands, except share data)

	Common Stock		Additional Paid-in Capital	Treasury Stock	Shareholder Note Receivable	Deferred Compensation	Accumulated Deficit	Total
	Class A Shares	Class B Shares						
Balance at June 1, 1997, as previously reported	166	10,544,113	\$ 368,704	\$ (1,801)	\$ (3,000)	\$ -	\$ (252,281)	\$ 112,662
3-for-1 common stock split effective January 13, 1998	330	-	(330)	-	-	-	-	-
Balance at June 1, 1997	496	10,544,113	368,374	(1,801)	(3,000)	-	(252,281)	112,662
Common stock issued in conjunction with incentive plans	6	-	4,761	-	-	(3,029)	-	1,738
Preferred stock dividends	-	-	(16,451)	-	-	-	-	(16,451)
Treasury stock purchases	-	-	-	(28,813)	-	-	-	(28,813)
Repayment of shareholder note receivable	-	-	-	-	3,000	-	-	3,000
Net loss	-	-	-	-	-	-	(31,947)	(31,947)
Balance at May 31, 1998	501	10,544,113	357,684	(30,614)	-	(3,029)	(284,238)	40,409
Common stock issued in connection with incentive plans	14	-	4,880	-	-	-	-	4,884
Deferred compensation employment agreement	1	-	749	-	-	(750)	-	-
Repurchase of the class A & B common stock	(44)	(10,544,113)	(340,336)	-	-	2,573	(688,086)	(1,026,410)
Retirement of treasury stock	(49)	-	-	30,614	-	-	(30,665)	-
Repurchase of treasury costs	-	-	(16,165)	-	-	-	65,366	49,220
Capital contributions	268	-	422,211	-	-	-	-	422,500
Preferred stock dividends	-	-	(9,806)	-	-	-	-	(9,806)
Amortization of deferred compensation	-	-	-	-	-	750	-	750
Net loss	-	-	-	-	-	-	(67,263)	(67,263)
Balance at February 28, 1998 (unaudited)	312	-	\$ 418,117	\$ -	\$ -	\$ (450)	\$ (1,024,779)	\$ (905,600)

See notes to condensed consolidated financial statements

CENTENNIAL CELLULAR CORP. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

(Amounts in thousands)

	<u>Nine Months Ended</u>	
	<u>February 28,</u> <u>1999</u>	<u>February 28,</u> <u>1998</u>
OPERATING ACTIVITIES:		
Cash received from subscribers and others	\$ 282,115	\$ 188,957
Cash paid to suppliers, employees and governmental agencies	(148,416)	(118,283)
Interest paid	(35,045)	(24,478)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>98,654</u>	<u>46,196</u>
INVESTING ACTIVITIES:		
Proceeds from sale of equipment	466	36
Capital expenditures	(69,819)	(103,187)
Acquisition of other assets	(2,200)	(6,125)
Disposition of equity investment	13,500	-
Acquisition of equity investment	(3,000)	-
Distributions received from equity investments	9,791	10,051
Capital contributed to equity investments	-	(65)
NET CASH USED IN INVESTING ACTIVITIES	<u>(51,262)</u>	<u>(99,290)</u>
FINANCING ACTIVITIES:		
Proceeds from the issuance of long-term debt	1,481,500	196,000
Repayment of long-term debt	(528,518)	(135,000)
Debt issuance costs paid	(61,118)	(1,131)
Early Extinguishment of Debt	(44,534)	-
Proceeds from issuance of Class A Common Stock	427,394	267
Redemption of Preferred Stock	(128,154)	-
Purchase of Common Stock in conjunction with recapitalization	(1,052,436)	-
Dividends paid	(18,131)	(12,338)
Treasury stock purchases	-	(23,524)
Acquisition Costs	(46,500)	-
Purchase of restricted securities	(57,501)	-
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>(28,098)</u>	<u>24,274</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	<u>19,294</u>	<u>(28,820)</u>
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	<u>14,620</u>	<u>43,415</u>
CASH AND CASH EQUIVALENTS, END OF PERIOD	<u>\$ 33,914</u>	<u>\$ 14,595</u>

See notes to condensed consolidated financial statements

CENTENNIAL CELLULAR CORP. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

(CONTINUED)

(Unaudited)

(Amounts in thousands)

	<u>Nine Months Ended</u>	
	<u>February 28,</u> <u>1999</u>	<u>February 28,</u> <u>1998</u>
RECONCILIATION OF NET LOSS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Net loss	\$ (87,263)	\$ (26,082)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	97,702	82,637
Minority interest in income (loss) of subsidiaries	(142)	337
Deferred income taxes	(10,114)	(16,194)
Equity in undistributed earnings of investee companies	(9,352)	(9,843)
Gain on sale of assets	(8,414)	(8)
Extraordinary loss on extinguishment of debt	40,526	
Recapitalization expenses	58,852	
Other	3,384	1,889
Change in assets and liabilities net of effects of acquired wireless telephone systems:		
Accounts receivable - (increase)		
Prepaid expenses and other current assets - (increase)	(13,653)	(4,791)
Accounts payable and accrued expenses - increase		(904)
Customer deposits and prepayments - increase	26,101	16,971
	<u>1,790</u>	<u>2,184</u>
Total adjustments	<u>185,917</u>	<u>72,278</u>
Net cash provided by operating activities	\$ <u>98,654</u>	\$ <u>46,196</u>

See notes to condensed consolidated financial statements

MANAGEMENT AGREEMENT

THIS AGREEMENT is made as of the 19th day of November, 1990 by and between METRO MOBILE CTS OF THE SOUTHWEST, INC., a Delaware corporation ("Metro Mobile") and ALEE CELLULAR COMMUNICATIONS, a New Jersey general partnership with its address at 602-7 College Avenue, Clemson, South Carolina 29632 ("Alee") (Metro Mobile and Alee being collectively referred to herein as the "parties" or individually as a "party").

W I T N E S S E T H:

WHEREAS, Metro Mobile manages and operates a cellular radio telephone system for the provision of nobile radio telephone service (the "Service") in various Metropolitan Statistical Areas in the United States ("MSA").

WHEREAS, Alee has been granted the FCC license and permits necessary to have the exclusive right to build, manage, operate and profit from the cellular communications rights to Rural Statistical Area #555, located at New Mexico 3 (hereinafter the "RSA" or the "System").

WHEREAS, Alee wishes to retain Metro Mobile as General Manager to construct, operate and manage the System and Metro Mobile is willing to perform such services;

WHEREAS, a letter of intent is attached hereto, is incorporated by reference herein and forms a part of this agreement.



NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree **as follows:**

ARTICLE 1

OPERATIONS AND MANAGEMENT WORK

Alee hereby retains Metro Mobile as its sole and exclusive General Manager to perform or cause to be performed all services necessary or appropriate in connection with the day-to-day construction, management and operation of the **RSA** including, **without** limitation, the construction of the System, acquisition or leasing of cell sites, the operation thereof, the acquisition or leasing of equipment necessary for the System, the entry into and performance of financing for construction, acquisition and operation of cell sites and equipment therefor, the employment of persons necessary to construct and operate the System and the taking of **all** other actions necessary or ancillary thereto, subject to consultation with and the written approval of Alee. Without limiting the generality of the foregoing authorization, Metro Mobile is authorized to undertake the following specific acts and activities on behalf of Alee in respect of the RSA.

1.1 **Construction Work:**

1.1.1 Metro Mobile is authorized to perform, or arrange for the performance of, the following tasks related to the construction of the System (the "Construction Work"), subject to consultation with and the written approval of Alee:

- (a) reviewing the Capital Plan (as contained in Alee's

application for a construction permit) and preparing recommendations as to its revision as may be necessary to implement construction and operation of the System:

- (b) developing a Capital Budget:
- (c) locating and procuring in the name of Alee antenna installation sites, a mobile telephone switching office ("MTSO") site, antennae, towers and such property appurtenant thereto as Metro nobile determines in good faith to be consistent with prudent business judgment and system design and necessary for the successful operation of the System:
- (d) pursuing on behalf of Alee such zoning authorizations and such other municipal, state or federal approvals, licenses, consents and authorizations as may be necessary for the construction, operation and maintenance of the antennas, towers and other equipment installed on the properties procured by Metro nobile:
- (e) supervising the construction of the System, including procurement and installation of any and all items of real estate (either through purchase or lease) base station equipment, MISO equipment, connection and interconnection, equipment and related equipment (including radio

- frequency equipment, shelters, towers, able, computers and related equipment, test equipment, batteries, multiplex equipment and other related equipment but not including subscriber equipment) (collectively, the "Equipment"), retaining and supervising prime contractors, sub-contractors and administering the construction contracts;
- (f) receiving and reviewing maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the contractors pursuant to the various construction contracts;
- (g) conducting such inspections as Metro nobile shall deem appropriate, acting as interpreter of the requirements of the various construction contracts and evaluating the performance of the contractors;
- (h) reviewing all applications for payment submitted by the contractors and making all payments pursuant thereto;
- (i) testing the System upon completion of construction to verify that the System as constructed will operate within the technical performance standards required

by the Federal Communications Commission
("FCC" and specified in the contract
documents and making any necessary
adjustments and modifications in order to
meet such standards: and

- (j) negotiating and arranging with exchange and intercity carriers for interconnect agreements or other arrangements, as Metro Mobile shall deem appropriate.

1.2 Management Work:

1.2.1 Metro Mobile is authorized to perform, or arrange for the performance of, the following tasks related to the overall management of the System and the Service (the "Management Work"), subject to consultation with and the written approval of Alee:

- (a) developing, reviewing, analyzing and modifying an overall business plan on an annual basis, including preparing business projections and financial forecasts, developing a financial plan for operating and expanding the System (including evaluating financing alternatives, negotiating with prospective lenders, lessors, sellers, and other financiers and reviewing related documentation), analyzing system expansion, evaluating additional services to be offered on the System and, in conjunction with such plan, preparing and presenting annual operating budgets for the System and any special purpose budgets (such as a budget for System expansion)
- (b) preparing and delivering to Alee

quarterly unaudited and annual audited financial statements.

- (c) determining the accounting methods and procedures to be employed.
- (d) preparing and, after review, approval and execution by Alee, filing all applications, notices, rates and tariffs, reports and other documents to be filed on behalf of Alee with the FCC or any other governmental agency or instrumentality with respect to the System or the Service.

1.2.2 The business **plans** and capital, operating and special purpose budgets from time to time prepared by Metro Mobile pursuant to Sections 1.1 and 1.2 hereof shall be presented to Alee for consultation and written approval.

1.2.3 [Omitted]

1.2.4 Metro **nobile** shall use its best efforts to adhere to the business plan (as modified from time to time) described in Section 1.2.1 (a) hereof. It is understood, however, that the plan is based on estimates only and that unforeseen circumstances such as, but not limited to, the costs of labor, material, services and supplies, casualty, operation of law, or economic and market conditions may make adherence to the plan impracticable, and Metro **Mobile** shall be entitled to depart therefrom resulting from causes of the foregoing nature, subject to consultation with and the written approval of Alee.

1.1 Technical Operations Work:

Metro Mobile is authorized to perform, or arrange for the performance of, the following tasks related to the technical operations of the System (the "Operations Work"), subject to consultation with and the written approval of Alee:

- (a) managing the operation of the System on a day to day basis:
- (b) employing computer systems and programs, formats, files and other software owned or licensed by Metro Mobile necessary for the operation and management of the system:
- (c) performing routine maintenance procedures (including testing, replacing or modifying failed components and preventive maintenance) for all components of the System in accordance with the specifications therefor and applicable manufacturer or vendor-suggested maintenance procedures:
- (d) maintaining, and periodically updating and verifying, the customer database:
- (e) maintaining an inventory of spare parts and testing equipment for the ongoing maintenance of the System:
- (f) monitoring and analyzing traffic patterns and volume of the System, determining size and timing of required additions and coordinating implementation;
- (g) performing necessary frequency coordination;
- (h) preparing and maintaining all documentation necessary

for the technical operations of the System and for compliance with applicable laws and regulations;

- (i) performing **all** work required **from** time to time for the expansion of the System (as decided pursuant to Section 1.2 hereof);
- (j) analyzing and evaluating new equipment, hardware, techniques, procedures, software and other developments which may improve operations and/or generate additional revenue and coordinating the **implementation** of those features which are anticipated to be cost effective;
- (k) monitoring the technical performance and security of the System and dispatching emergency personnel, as required;
- (l) coordinating and handling ongoing relations with telephone companies, vendors and other suppliers;
- (m) acting **as** agent for Alee in obtaining access to intercity carriers;
- (n) verifying mobile telephone equipment installation Procedures, techniques and technical quality; and,
- (o) performing such other **tasks** related to the foregoing **as** may be necessary or appropriate under the circumstances or **as** may reasonably be requested by Alee.

1.4 Customer Service Work.

Metro Mobile is authorized to perform, or arrange for the performance of, the following tasks related to customer service for the customers and prospective customers of the System (the "Customer Service Work"), subject to consultation with and the written approval

of Alee:

- (a) accepting and recording customer orders for the Service;
- (b) establishing a distribution system of **mobile** telephone equipment dealers and other distributors ("Agents and Resellers") for installation, of customer equipment, coordinating the installation of customer equipment and the commencement of the Service for each customer, monitoring quality control of the above customer service operations and making final entry of relevant data into and inventory systems;
- (c) monitoring and maintaining appropriate inventory levels of customer equipment;
- (d) . responding to customer inquiries, .referring such inquiries to the appropriate entities and follow-up **as** appropriate to confirm customer satisfaction and fulfillment;
- (e) employing computer systems, programs, formats, files and other software for purposes of order entry, billing, traffic analysis, trouble reporting, accounts receivable, maintenance, equipment tracking and on-line inquiry of customer records (the "Customer.Programs"), as may be appropriate;
- (f) developing and implementing programs to retain customers;
- (g) developing and implementing customer credit and collection guidelines (**it** being understood and agreed

that Hetro Mobile ~~will~~ under no circumstances be liable to Alee for the collection of amounts owed by customers, Metro Mobile to act only as the agent of Alee in attempting to collect such amounts in such manner as Metro Mobile may determine);

1.5 Billing work.

Metro Mobile ~~is~~ authorized to perform, or arrange for the performance of, the following tasks related to billing for the Service (the "Billing Work"), subject to consultation with and the written approval of Alee:

- (a) ~~select~~ and supervise ~~the~~ implementation and operation of a billing system;
- (b) employing the Customer Programs to Generate customer billing records, including equipment charges, service establishment fees, minimum monthly charges, ~~airtime~~ charges (including call detail records), toll charges, ~~payments~~ and account balances;
- (c) preparing, processing ~~and~~ mailing customer billing statements;
- (d) collecting, processing, depositing and recording customer remittances;
- (e) responding to customer inquiries on billing matters and follow-up as appropriate to ~~confirm~~ resolution of any discrepancies or disagreements;

1.6 Sales and Marketing Work.

Metro **Mobile** is authorized to perform, or arrange for the

performance of, the following **tasks** related to selling and marketing the Service (the "Sales and Marketing Work"), subject to consultation with and the written approval of Alee:

- (a) developing, evaluating, and implementing marketing and advertising strategies for services provided or **proposed** to be provided over the System based upon periodic analyses and evaluation of market potential, competitive framework and increased market penetration opportunities;
- (b) developing and implementing promotional programs and activities, including promotional rates, offerings and potential compatibility with goods and services provided by others;
- (c) soliciting potential customers through media advertising, mailings, promotional offers, telemarketing, direct sales calls and/or other means;
- (d) developing and implementing a sales plan, including **the** recruitment, training, motivation and management of a direct and indirect sales organization, as appropriate, identification, recruitment and contracting with Agents and Resellers for installation service and/or maintenance of customer equipment, as well **as** the sale of the Service and the development and implementation of programs to support **Agents' and** Resellers' meeting their portion of such sales plan;
- (e) implementing pricing and **product** strategies, based upon

research and analyses, designed to maximize market penetration:

- (f) advising customers and potential customers in capabilities, performance and costs of the Service and any other service provided or proposed to be provided over the System;
- (g) conducting research and providing periodic analyses of the market for the Service, any other service provided or proposed to be provided over the System and competitive services;
- (h) performing public relations activity, including, but not limited to, public appearances and participation in community and civic events for the purpose of increasing positive awareness of the Service;
- (i) creating collateral and sales support materials, advertising pieces, brochures and literature to accommodate the sales, advertising and promotion plans; and
- (j) performing such other tasks related to the foregoing as may be necessary or appropriate under the circumstances or as may be reasonably requested by Alee.

1.7 Legal and Regulatory Relations Work.

Hetro Mobile is authorized to perform, or arrange for the performance of, the following tasks related to legal and regulatory relations for the System (the "Legal and Regulatory Work"), subject to consultation with and the written approval of Alee:

- (a) coordinating with Alee's counsel respecting

general civil and corporate legal matters and the conduct of all related proceedings:

- (b) coordinating with any counsel representing Alee in local, state and federal administrative and regulatory proceedings relating to the System and/or the Service and the conduct of all such proceedings;
- (c) taking all reasonable actions within its control to assure compliance by Alee with all applicable local, state and federal rules, regulations and laws which govern the operation of the System and the provision of the Service; provided, however, that Metro Mobile may in appropriate proceedings contest the validity or applicability to Alee of any such regulation or law if such regulation or law or the application thereof would have a material adverse effect on Alee and/or Metro Mobile and so long as the conduct of such proceedings does not result in the imposition of any material fines or other material penalties against Alee and/or Metro Mobile or any material disability in the conduct of the ordinary course of Alee's business;
- (d) preparing and, after review, approval, and execution by Alee, prosecuting all tariff and other regulatory filings relating to the Service;
- (e) representing Alee in discussions and negotiations with local exchange and/or intercity carriers and representing Alee in any civil or regulatory

proceedings arising from such negotiations;

- (f) representing the interests of the System before local, state and federal legislative bodies in matters relating to the nature or provision of the Service, in general and as such matters might affect the System or Service.

1.8 General

In connection with the performance by Metro Mobile of the Construction Work, the Management Work, the Operations Work, the Customer Service Work, the Billing Work, the Sales and Marketing Work and the Legal and Regulatory Work (collectively, the "Work"), Metro Mobile shall be responsible to Alee for the overall operations of the System; provided, however, that nothing herein shall be construed to increase the obligations, duties and liabilities of Metro Mobile beyond those expressly stated under this Agreement.

1.9 Alee to Retain Control. All of the Work listed in Article 1 herein shall be rendered by Metro Mobile subject to the supervision and control of Alee. Metro Mobile understands that the control **over** the System shall remain vested in Alee and Metro Mobile shall do nothing inconsistent therewith. Metro Mobile further agrees and understands that all facilities and equipment purchased, leased or otherwise obtained by or for Alee used or employed in the construction or operation of the System, other than leased equipment or equipment **own** by Metro Mobile or a sub-contractor, affiliate or entity under **common** control thereof, shall remain the property of Alee, and Alee shall **have** unfettered use of and access to all said facilities and equipment leased or owned by it.

ARTICLE 2
COSTS AND FEES

2.1 Costs to be Reimbursed.

Alee shall pay for all costs as described in this Section 2.1 "Costs") incurred by Hetro Mobile (as hereinafter defined), including direct costs such as attorneys fees, real estate acquisition costs and the like, incurred in the performance of the Work prior to the date hereof. Alee shall reimburse Metro Mobile for any and all Costs, disbursements, expenses and attorneys' fees related to or connected with Metro Mobile's activities pursuant to the Agreement.

2.1.1 Costs of the Work.

Alee shall pay for all Costs incurred in performing all Work as set forth in this Section 2.1.1 or, if Metro Mobile has itself incurred any such Costs on behalf of Alee, will reimburse Metro Mobile therefor dollar-for-dollar. Such Costs shall include, but not be limited to, salaries and wages of full-time managers, technicians; customer service and administrative employees, salespersons and other sales and marketing employees working to provide the Service in the Area; related fringe benefits; costs of Billing Work; legal fees and related disbursements; printing and reproduction costs; filing fees; telephone company interconnection charges; direct office facility expenses; expenses incurred to acquire the Equipment; installation fee paid to Agents and Resellers; collection fees and credit assurance expenses; cost of advertising (both production and media); promotional materials; sales aids; refunds and rebates to customers; mailing

expenses; commissions; payments to authorized distributors; maintenance provided by third parties; parts and tools, documentation; permit and license fees; travel and subsistence; bonds and insurance; taxes (sales, use, personal, property, excise, gross receipts and any other taxes related to the Work); accounting and audit fees; consulting; research; materials and freight; office supplies; printing; and general administrative costs-directly connected with the Work or allocable to Alee and all other necessary costs as incurred.

2.1.2 [omitted]

2.2 Management Fee.

Alee shall pay to Metro Mobile a Management Fee (the "Fee") for each year of Operations (as hereinafter defined) except the first year thereof, in an amount equal to seven (7%) percent of the Cash Revenues of the System, in addition to, and separate from, reimbursement to Metro Mobile for all Costs and expenses.

2.3 Payments.

Metro Mobile shall, immediately upon receipt thereof, allocate to Alee on its books any Cash Revenues (as Cash Revenues in depository accounts of Alee Metro Mobile shall be entitled to withdraw funds from such Alee accounts from time to time in an aggregate amount not to exceed Costs not paid directly by Alee.

Metro Mobile shall submit to Alee either during each calendar month or each quarter (a "Relevant Period") during the term of this Agreement (as Metro Mobile shall deem appropriate) a written statement (the "Statement") of all Costs incurred by Metro Mobile and the Fee to which Metro Mobile is entitled for such Relevant Period. Each Statement

shall itemize the components of the Costs and set forth the gross revenues of the System to which such Statement relates in reasonable detail. Metro Mobile shall be entitled to withdraw funds from the accounts of Alee in the amount of the Fee shown on a Statement upon the delivery of such Statement to Alee. If in any Relevant Period there are not Net Cash Revenues (as hereinafter defined) or, if there are Net Cash Revenues in such Relevant Period but the Amounts Due Metro Mobile (as hereinafter defined) not yet withdrawn from Alee's accounts by Metro Mobile exceed the Cash Revenues applicable to such Relevant Period, Alee shall, within 10 days after receipt of the Statement applicable to such Relevant Period, pay to Metro Mobile all Amounts Due Metro Mobile for such Relevant Period as were not paid out of Net Cash Revenues.

2.4 Accounting Records.

Metro Mobile shall keep such full and detailed accounts of the components of the Costs and gross revenues as shall be necessary for the determination of the Amounts Due Metro Mobile to be paid, hereunder by Alee: provided, however, that the internal reporting formats, classifications, periods and methods used by Metro Mobile and its Affiliates from time to time in their respective business shall be deemed to be adequate for the purposes hereof so long as such formats, classifications, methods and periods shall be adequate for the preparation of financial statements in accordance with generally accepted accounting principles.

2.5 Definitions.

For the purposes of this Article 2, the following terms shall

have the following meanings:

2.5.1 "Amounts Due Metro Mobile" for any Relevant Period shall mean the sum of: (i) Costs not paid directly by Alee during such Relevant Period; and (ii) the Fee due Metro Mobile for such Relevant Period as shown in the Statement for such Relevant Period.

2.5.2 "Cash Revenues" shall mean any funds received by Metro Mobile for the account of Alee.

2.5.3 "Commencement of Operations" shall mean the date of commencement of commercial operation of the System.

2.5.4 [Omitted]

2.5.5 [Omitted]

2.5.6 "Net Cash Revenues" for any Relevant Period shall mean Cash Revenues in excess of the sum of: (i) all Costs due to Metro Mobile for such Relevant Period whether or not funds have been withdrawn by Metro Mobile from Alee accounts for such Costs; and (ii) the Fee shown on the Statement for such Relevant Period.

2.5.7 "Net Service Revenue" for any fiscal year of the System shall mean gross revenues of Alee for such fiscal year less amounts paid by customers of the System representing telephone toll charges and taxes directly payable by customers.

2.5.8 "Year of Operations" shall mean: (i) the period commencing on the date of Commencement of Operations and ending at the end of the fiscal year of Alee during which the Commencement of Operations occurs; and (ii) each period of one year ending on any anniversary of the end of such fiscal year, as the case may be.

ARTICLE 3

TERM

3.1 Term

This Agreement shall be effective from the date hereof and shall terminate upon the first to occur of the following events:

- (a) One (1) year from the date hereof.
- (b) upon a material breach by a party hereto of its obligations hereunder, the other party may give written notice of such material breach to such breaching party, whereupon this Agreement (except those provisions hereof which by their nature are continuing) shall terminate upon the giving by such other party of a notice of termination not earlier than the thirtieth day after the day such notice of breach is given unless at such time such breach has been fully cured or if such breach cannot be fully cured at such time, such other party has at such time commenced with due diligence to cure such breach);
- (c) On the date of any transfer by Metro Mobile CTS, Inc. of a controlling interest in Metro Mobile CTS of the Southwest, Inc.
- (d) Unless either party hereto provides written notice of termination of this Agreement within one (1) year of the end of Term hereof, this Agreement shall be automatically renewed for successive periods of one (1) year each.

3.2 Effect of Termination

3.2.1 Upon termination of this Agreement, Metro Mobile shall promptly submit to Alee a Statement of all Costs, gross revenues and Fees accrued through the date of termination and not covered by a previous statement and shall pay to Alee the amount, if any, to which Alee is entitled pursuant to the terms hereof in respect of the period covered by such Statement. Within thirty days of the receipt of such Statement, Alee shall pay to Metro Mobile any Amounts Due Metro Mobile as determined in such Statement. Alee may conduct an audit (or cause an audit to be conducted) of the amounts specified in such Statement.

3.2.2 Subject to Article 4 hereof, promptly upon such termination, Metro Mobile shall turn over to Alee all data, specifications, drawings and other related writings in its possession generated in the course of its performance of the Work and related to the Work. Metro Mobile shall be entitled to retain copies of such writings as it may, in its sole discretion, deem necessary or advisable. Metro Mobile shall continue to treat as confidential all such information-retained by it.

3.2.3 [Omitted]

ARTICLE 4

PROPRIETARY INFORMATION

4.1 Confidentiality.

In light of the confidential nature of the non-public, proprietary information which will be developed and owned by Alee during the term of this Agreement, or which will be used by Metro Mobile in the performance of the Work and this Agreement, each party

hereto will (and will not cause or permit any of its officers, employees or agents of its Affiliates or their officers, employees or agents (including without limitation any accountants performing an audit under Section 2.6 hereof) to do otherwise), receive and treat as confidential, proprietary, nonpublic information so developed, including, without limitation, the Customer Programs, software, engineering and other technical data, business records, correspondence, cost data, customer lists, estimates, market surveys, trade secrets and other trade information (the "Information") as confidential, and keep, file and store such Information together with any notes or other material incorporating or relating to the Information, in a manner consistent with its confidential nature. Any information that (i) is now in or subsequently enters the public domain through means other than direct or indirect disclosure by any party hereto in violation of the terms of this Agreement or by any other person or entity in violation of an obligation of confidentiality; (ii) is already in the possession of the party receiving such information free of any obligation of confidence to any party; or (iii) is lawfully communicated to the party receiving the information by a third party, free of any confidential obligation, shall not constitute "Information" hereunder. The parties may use for internal purposes only any and all of the Information in any manner (including, without limitation, in their other business enterprises) which does not render the Information available to unaffiliated persons or entities and each party hereto shall not disclose the Information to unaffiliated persons or entities for use in the business and operations of such parties and their Affiliates under

circumstances which restrict the use of such information by such unaffiliated persons or entities to such business and operations; provided, however, that Alee may not use or disclose any software or any engineering or other technical data developed by Metro Mobile. Notwithstanding the foregoing provisions of this Section 4.1, any party may disclose information required to be disclosed by any applicable law or any rule or regulation of any governmental entity having jurisdiction; provided, however, that the party making such disclosure shall (i) use its best efforts to limit such disclosure, (ii) in any event make such disclosure only to the extent required and (iii) give prior written notice to the other party of such requirement and the contents of the information to be so disclosed.

4.2 Right to Equitable Relief

Each party acknowledges and agrees that neither monetary damages nor any other remedy at law will be adequate or sufficient to protect the other party from any threatened or actual breach of any of the respective obligations contained in Section 4.1 hereof. Accordingly, each party agrees that, in the event of a breach or threatened breach of any such obligation by a party, the other party shall have, in addition to and not in lieu of any damages sustained by such other party or any other remedies such other party may have, the right to equitable relief, including, without limitation, the issuance by any court of competent jurisdiction of an injunction against the commission or continuance of any such breach or threatened breach or an order compelling specific performance by such party of such obligations, in either case without the necessity of proving actual

damages or posting a bond.

4.3 patents.

All patents and patentable inventions owned or licensed by Metro Mobile or developed by Metro Mobile (not separately purchased or licensed by Alee) in the course of performing the Work shall remain the sole property of Hetro Mobile and Alee shall have no right, title or interest in any such reasonable cooperation as may be requested in writing by the other party to protect such other party's rights in any material developed or used by such other party hereunder which may be protected under patent, copyright or other similar laws.

ARTICLE 5

LIMITATION ON LIABILITIES; REMEDIES

5.1 Limitation on Liability.

5.1.1 Hetro Mobile shall perform the Work with diligence and with its then best knowledge and expertise. Notwithstanding any other provision contained herein, Metro Mobile shall in no event be liable for any incidental, special, indirect, exemplary or consequential damages (including, but not limited to, loss of use or lost profits), whether foreseeable or not, occasioned by Metro Mobile's failure to perform hereunder, delay in its performance or any other cause whatsoever, except as arise as a result of Metro Mobile's negligence or willful misconduct. Metro Mobile's liability for any acts or omission occurring during any Year of Operations under or in connection with this Agreement, or the consequence thereof, shall in no event exceed the aggregate the aggregate Fee paid to Ketro Mobile with respect to such Year of Operations or, with respect to any such liability arising

prior to the Commencement of Operations, an amount in the aggregate equal to the aggregate fee paid to Ketro Mobile with respect to the first Year of Operations. NO Fee shall be payable in respect of any period during which Metro Mobile is in material default of its obligations hereunder any Fee due with respect to any Year of operations covering such period shall be reduced pro rata in proportion to the length of such period.

5.1.2 ANY AND ALL EXPRESS AND IMPLIED WARRANTIES RELATING TO THE WORK, THE EQUIPMENT AND THE SERVICE OF THE SYSTEM, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF USE, ARE EXPRESSLY EXCLUDED AND DISCMIWED. Ketro Mobile makes no warranty, express or implied, to any person or entity concerning any of the Work, the Equipment, the Service or the System.

5.1.3 The limitations on liability set forth herein shall apply to all affiliates and subsidiaries of Ketro Mobile.

5.2 remedy.

5.2.1 Except as may have resulted from the acts or omissions of Alee, Ketro Mobile shall defend, indemnify and hold harmless Alee from any claims, actions or other proceedings and any losses, damages or liabilities asserted by third parties in respect of personal injury or physical damage to property and arising out of or based upon the Work performed by Metro Mobile. Alee shall defend, indemnify and hold harmless Metro Mobile from any claims, actions or other proceedings and any losses, damages or liabilities asserted by third parties in respect of personal injury or physical damage to property and arising out of or based upon any or act of Alee, its affiliates,

subsidiaries, agents and employees. These respective indemnities shall include any amounts paid in settlement of any such claims, actions, proceedings, losses, damages or liabilities and any legal fees and expenses incurred by Alee or Metro Mobile.

ARTICLE 6

WARRANTIES AND REPRESENTATIONS

5.1 Representations and Warranties of Alee: Alee hereby represents and warrants to Metro Mobile as follows:

Legal Existence.

Organization; Good Standing.

Alee is a general partnership duly incorporated, validly existing and in good standing under the laws of the State of New Jersey. Alee has the power and authority to own and use its properties and to transact the business in which it is engaged, to enter into this Agreement and the other agreements contemplated by this Agreement and to consummate the transactions contemplated hereby.

6.2 Authorization, Execution and Delivery of Agreement.

The execution, delivery and performance of this Agreement and all other agreements and transactions contemplated hereby have been duly authorized by Alee and do not violate the partnership agreement or by-laws of Alee. This Agreement constitutes a legal, valid and binding obligation of Alee, enforceable against it in accordance with its terms.

6.3 Consents.

No provision of the partnership agreement or by-laws of Alee, requires the consent or authorization of any other person or entity as

a condition precedent to the consummation of the transactions contemplated by this Agreement, which consent or authorization, if not obtained, would have a substantial adverse effect on the consummation of the transactions contemplated by this Agreement.

6.4 Governmental Consent, Etc.

No consent, approval, order or authorization of, or registration, qualification, designation, declaration, or filing with, any governmental authority is required to be obtained by Alee in connection with the transactions contemplated by this Agreement. Alee has validly and legally obtained, and duly holds all necessary licenses, certificates, consents, permits, approvals and authorizations of public or governmental bodies including, without limitation, the FCC and the states served by the System. Exhibit A hereto sets forth a true and accurate description of the Cellular License as in effect on the date of this Agreement for the System.

6.5 Representations and Warranties of Metro Mobile.

Metro Mobile hereby represents and warrants to Alee as follows:

Legal Existence.

Metro Mobile is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Metro Mobile has the corporate power and authority to own and use its properties and to transact the business in which it is engaged, to enter into this Agreement and the other agreements contemplated hereby.

6.6 Authorization, Execution and Delivery of Agreement.

The execution, delivery and performance of this Agreement and all other agreements and transactions contemplated hereby have been duly authorized by Metro Mobile, and do not violate the corporate charter or by-laws of Metro Mobile. This Agreement constitutes a legal, valid and binding obligation of Metro Mobile, enforceable against it in accordance with its terms.

6.7 Consents.

No provision of the corporate charters or by-laws of Metro Mobile, requires the consent or authorization of any other person or entity as a condition precedent to the consummation of the transactions contemplated by this Agreement, which consent or authorization if not obtained, would have a substantial adverse effect on the consummation of the transactions contemplated by this Agreement.

6.6 Governmental Consent, Etc.

No consent, approval, order or authorization of, or registration, qualification, designation, declaration, or filing with, any governmental authority is required to be obtained by Metro Mobile in connection with the transactions contemplated by this Agreement.

ARTICLE 7

MISCELLANEOUS

7.1 Notice.

Any notice, request, demand, report, consent, offer or other document or instrument which may be required or permitted to be furnished to or served upon a party hereunder shall be in writing which shall be personally delivered or sent by electronic mail, telegram, cable or telex or deposited in the United States mail, registered or

certified mail, return receipt requested, postage prepaid, addressed to the party entitled to receive the Same at its address set forth below (or such other address as such party shall designate by notice to the other party given in the manner set forth herein):

If to Alee to:

Alee Cellular Communications
c/o Becky Jo Clark
602-7 College Avenue
Clemson, South Carolina 29631

with copies by the same method of delivery to:

Robert Bernstein, Attorney at Law
57 Union Place, Suite 316
Summit, New Jersey 07901

Alliance V Corporation
Attn: John Dolphin
3097 Sylvan Drive
York, Pennsylvania 17402

Terry H. Jones, C.P.A.
39 North Broad Street
West Harleton, Pennsylvania 18201

Joel Bunis
54 Westminister Road
Colonia, New Jersey 07067

If Metro Mobile as General Hanager to:

Metro Mobile CTS of the Southwest, Inc.
c/o Metro Mobile CTS, Inc.
110 East 59th Street
New York, N.Y. 10022
Attention: Vice President and General Counsel

Any notice given by telephone shall be confirmed promptly in writing in the manner set forth above.

7.2 Construction.

The article and section numbers and captions appearing in

this Agreement are inserted only as a matter of convenience and are in no way intended to define, limit, construe or describe the scope of intent of such articles or sections, or in any way affect this Agreement. Words in the singular shall be read and construed as though in the plural and vice versa, and words in the masculine, neuter or feminine gender shall be read and construed as covering each of the other genders, where the context so requires.

7.3 Severability.

If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason or to any extent, be invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remainder of this Agreement, and the application of that provision to other persons or circumstances shall not be affected but, rather, shall be enforced to the extent permitted by law.

7.4 Force Majeure.

Any failure by Metro Mobile to perform any aspect of the Work shall not be a breach of this Agreement if such failure results from any act or omission to act by Alee or by labor disputes, fire, unusual delay in transportation, adverse weather conditions, casualty, act of God or any governmental authority or any cause beyond Metro Mobile's control or results from a delay authorized by Alee.

7.5 Further Assurances.

Each party hereto shall cooperate and shall take such further action and shall execute and deliver such further documents as may be reasonably requested by the other party hereto in order to effectuate

or facilitate the purpose and intent of this Agreement and each party shall use its best efforts to obtain any regulatory approvals required for the performance of this Agreement in accordance with the terms hereof.

7.6 Assignment.

The parties hereto may not assign any of their respective rights or interests hereunder to any person, corporation, firm, trust or other entity without the prior written consent of the other party.

7.7 Entire Agreement.

This Agreement contains the complete agreement between the parties hereto with respect to the subject matter hereof, and all prior agreements, covenants, representations and warranties between the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect and no representation or warranty shall have force or effect or shall survive unless specifically and expressly stated herein. This Agreement cannot be changed, codified, discharged or terminated, except by an instrument in writing signed by all of the parties hereto.

7.8 No Third Party Beneficiaries.

This Agreement shall be binding upon, and inure solely to the benefit of, the parties hereto and their respective successors and permitted assigns and no other person shall acquire or have any right under or by virtue of this Agreement.

7.9 Governing Law.

This Agreement, and all amendments hereof and waivers and consents hereunder, shall be governed by, and construed and enforced in

accordance with, the internal law of the State of New Mexico without giving reference to principles of conflict of laws.

7.10 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

7.11 Letter

If and to the extent there arise discrepancies between this agreement and the letter of intent attached hereto, such discrepancies shall be resolved in favor of the terms of the letter of intent during the first year of the term of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

METRO MOBILE CTS OF THE SOUTHWEST,
INC.

By: John E. Brennan

Name: John E. Brennan

Title: President

ALEE CELLULAR COMMUNICATIONS

By: Betty J. Clark

Name:

Title: